

## **Day Rate Proposal**

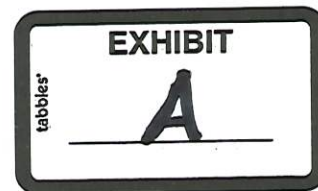
From



In response to the request from

**White Marlin Operating CO.  
Pipeline Abandonment  
(Corpus Christi, TX)**

6-5-2021



**RE: Pipeline Abandonment**

Couvillion Group is please to submit for your review and consideration the following proposal for the above referenced project. The scope of work, proposed personnel, equipment and compensation are set forth below. If you have any questions or request any further information please do not hesitate to call or email.

**Scope of Work:**

- Mobilize personnel and equipment.
- Rig up pull barge and pulling unit.
- Set up Mary Jane.
- Provide pipeline removal, digs, and install as needed (1260LF CCSC and 244LF ICWW)
- De-mob Couvillion equipment.

**Personnel and Equipment:**

10-Man Crew

Tug Vessel

Deck Barge Cherokee (pulling unit spread, tools, winch, etc.)

Spud Barge Mary Jane (excavator)

Hopper Barge

Diamond Wire Saw w/ (6) Additional DWS Loops

**Preparation & Mobilization:**

Couvillion estimates 6 days to Prepare and Mobilize

\$43,750.00 per job

Couvillion estimates 4 days to De-mobilize

\$43,750.00 per job

**Proposed Day, Lump Sum and Hourly Rates:**

Tug/Cherokee Barge/Mary Jane w/ Excavator

\$11,125.00 per day

Hopper/Material Barge

\$2,736.90 per day

Diving Ops & Equipment

\$7,594.20 per day

Pulling Unit

\$2,812.50 per day

Diamond Wire Saw

\$1,125.00 per day

Additional Diamond Wire Loops

\$1,069.20 each

Subsistence (Based upon 10-man crew)

\$1,764.00 per day

Engineering

\$22,500.00 LS

14 Day Fuel and Lube Estimation

\$37,500.00 est. total

Standby Rate (Weather, Extra Work, Ship Channel Traffic)

\$2,421.00 per hour

**Total Working Day Rate:**

**\$26,157.60 per day / plus fuel**

**12" Pipeline Removal Estimated Lump Sum (14 Days)**

**\$509,483.20**

- See additional special provisions listed below.

### **Safety**

All work will be performed in accordance to local, state, & federal laws and employ industry best practices with a strict adherence to safety precautions.

1. Safety meetings will be conducted before each work shift. Topics of discussion will include, but are not limited to, safety hazards and preventive measures, safe working procedures and methods, stop work authority, unforeseen hazard identification and mitigation, required PPE and personnel training and specific tasks to complete.
2. Couvillion's standard version of a Job Hazard Safety Analysis will be used. The Project Supervisor assigned to this project will be responsible for completing the Job Hazard Safety Analysis with all pertinent information installed prior to the beginning of daily operations on this project.
3. Couvillion Group will provide crane and personnel certifications prior to beginning any lifting operations.

### **Special Provisions**

- Our proposal is based on a 12-hour workday, and does not include pricing for delays caused by any failure in any task required to be done by others prior to our performance of any portion of this project. Couvillion reserves the right to charge standby rates for equipment and personnel during any such delay. Our standby rates for equipment are ½ the rates identified in this proposal except for personnel and 3rd party rentals.
- Couvillion Group, LLC solely depends on others to show Couvillion personnel where to drop spuds near location due to existing pipelines.
- Others shall be responsible for any permitting required for the project.

### **General Provisions**

1. This proposal is valid for thirty (30) days after which time Couvillion reserves the right to amend, modify, or withdraw it.
2. Couvillion's Louisiana Contractor's License Number is 45955.
3. This proposal is contingent upon the availability of our personnel, equipment and vessels.
4. Any permits required will be billed to the customer at cost plus fifteen percent (15%).
5. All extra work due to significant revisions to work as stated herein will be charged as per Couvillion 2021 Rate Schedule. All material and outside charges required by these significant revisions will be provided at cost plus fifteen percent (15%).
6. This proposal is based upon Couvillion's currently qualified personnel. Additional certifications or field testing of personnel will be charge to Customer at cost plus fifteen percent (15%).
7. This proposal includes applicable Louisiana Sales Tax on materials.
8. This proposal does not include the cost of a Performance Bond. It can be obtained for an additional charge.

9. This proposal does not include the cost of Builder's Risk Insurance. It can be obtained for an additional charge.
10. Couvillion shall not be liable in damages for any delay or default in performing hereunder if such delay or default is caused by conditions beyond its control including, but not limited to Acts of God, Government restrictions (including the denial or cancellation of any permit or other necessary license), wars, insurrections and/or any other cause beyond the reasonable control of Couvillion.
11. Payment of all invoices or undisputed portions of invoices will be in United States Dollars and are due within thirty (30) days of receipt of invoice. An interest invoice in the amount of one and one-half percent (1.5%) per month will be issued for invoices not paid within thirty (30) days.
12. Daily Field Reports will be provided during the project at no additional charge.
13. Couvillion will mobilize and demobilize our personnel, equipment and materials from our Belle Chasse or Venice, LA facility to and from the work sites.
14. Notification of any disputed items shall be made, in writing, within ten (10) days of receipt of invoice.
15. Couvillion is not, and has no authority to act as, a handler, generator, operator, treater, storer, transporter, or dispose of hazardous or toxic substances found or identified at the project site.
16. Couvillion will not be responsible for any further contamination of the project site, property or any surrounding properties.
17. Notwithstanding anything in this agreement to the contrary, neither party shall be liable to the other for any incidental, special, consequential or other indirect damages, including any damages for lost revenue or profit, lost production, cost of delays or pollution cleanup, or punitive or exemplary damages, whether or not the parties were aware of the possibility of their occurrence, and whether based on tort (Including Negligence), breach of contract, breach of warranty, strict liability or otherwise.

Thank you very much for allowing Couvillion Group LLC the opportunity to bid on this project, and we are looking forward to being of services to **White Marlin Operating Co.** in the near future. Should you have any questions or require additional information, please do not hesitate to contact us at (504) 656-8234 or Fax (504) 656-8235.

Please sign and return this proposal granting Notice to Proceed.

Richard Watson VP of Operations 7-23-21  
Company Representative

Sincerely,  
**Jamie Colgin**  
Sr. Project Manager  
(504) 419-5494

**Mitch Dautreuil**  
Subject Matter Expert  
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